

| | | | | | | | | | | |
|---|------|---|--|--|-----------------------------------|--|------|--|---------------|--|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING DO-C9 | | PAGE OF PAGES 1 89 | | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. HQ0423-04-R-0002 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 17 Dec 2003 | | 6. REQUISITION/PURCHASE NO. COPCO4RA001 | | |
| 7. ISSUED BY DFAS ASD COLUMBUS BLDG 21 3990 EAST BROAD ST COLUMBUS OH 43219-1879 TEL: 614-693-9075 FAX: 614-693-5674 | | | | 8. ADDRESS OFFER TO See Item 7 | | (If other than Item 7) | | CODE | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | |
| 9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>03:00 PM</u> local time <u>20 Jan 2004</u> (Hour) (Date) | | | | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME JOHN J. LOVE | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) (614) 693-1338 | | C. E-MAIL ADDRESS john.love@dfas.mil | | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | |
| 15B. TELEPHONE NO (Include area code) | | <input type="checkbox"/> | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | 17. SIGNATURE | | 18. OFFER DATE | | |
| AWARD (To be completed by Government) | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | | |
| 24. ADMINISTERED BY (If other than Item 7) | | | | CODE | | 25. PAYMENT WILL BE MADE BY | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL: | | | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | | |
| IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. | | | | | | | | | | |

Section B - Supplies or Services and Prices

PARTIAL SM. BUSINESS SET-ASIDE

Approximately 40% of the services on each CLIN is set-aside for small businesses. Therefore, the 40% is a portion of the total requirement stated for that specific CLIN and not in addition thereto. Small business concerns interested in receiving a set-aside should submit an offer in the same manner as though there were no set-aside. Services offered by qualified small business concerns will be evaluated in accordance with FAR Clause 52.219-7 in Section I of this solicitation. Separate offers should not be submitted on the non-set-aside and set-aside portions.

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|------------|----------------------|
| 0001 | Tier I Reconciliations FFP IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 3,269 reconciliations. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 1,961 reconciliations. PURCHASE REQUEST NUMBER: COPCO4RA001 SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | 3,269 | Each | | |
| | | | | | <hr/> MAX NET AMT |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|-------|------------|------------|
| 0002 | | 21,467 | Hours | | |

Tier II Reconciliations

LH

IMPORTANT: 40% of this requirement is set-aside for Small Business. For propopsal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 21,467 hours. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 12,870 hours.

PURCHASE REQUEST NUMBER: COPCO4RA001

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|-------|------------|------------|
| 0003 | | 8,000 | Hours | | |

Document Control Services

LH

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 8,000 hours. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 4,800 hours.

PURCHASE REQUEST NUMBER: COPCO4RA001

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------------------|------------|------------|
| 0004 | | UNDEFINED | Dollars, U.S. | | |

Base Year Performance Incentives
FFP
RESERVED

PURCHASE REQUEST NUMBER: COPCO4RA001
SIGNAL CODE: J
SHIP VIA: Best Way (Shippers Option)

MAX
NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|-------------------|-----------------|------|------------|------------|
| 0005 OPTION | | 3,269 | Each | | |

Opt. Yr. 1 Tier I Reconciliations
FFP

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 3,269 reconciliations. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 1,961 reconciliations.

SIGNAL CODE: J
SHIP VIA: Best Way (Shippers Option)

MAX
NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|-------|------------|------------|
| 0006 OPTION | Opt. Yr. 1 Tier II Reconciliations LH | 21,467 | Hours | | |

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 21,467 hours. Any contract awarded to a large business, however, will be limited to the unrestricted portion, which is 12,870 hours.

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|-------|------------|------------|
| 0007 OPTION | Opt. Yr. 1 Document Control Services LH | 8,000 | Hours | | |

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 8,000 hours. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 4,800 hours.

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------------------|------------|----------------|
| 0008 | | UNDEFINED | Dollars, U.S. | | |
| OPTION | Opt. Yr. 1 Performance Incentives FFP RESERVED SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | | | | |
| | | | | | <hr/> |
| | | | | | MAX NET AMT |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|------|------------|----------------|
| 0009 | | 3,269 | Each | | |
| OPTION | Opt. Yr. 2 Tier I Reconciliations FFP IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 3,269 reconciliations. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 1,961 reconciliations. SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | | | | |
| | | | | | <hr/> |
| | | | | | MAX NET AMT |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|-------|------------|------------|
| 0010 OPTION | Opt. Yr. 2 Tier II Reconciliations LH | 21,467 | Hours | | |

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 21,467 hours. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 12,870 hours.

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|-------|------------|------------|
| 0011 OPTION | Opt. Yr. 2 Document Control Services LH | 8,000 | Hours | | |

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 8,000 hours. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 4,800 hours.

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------------------|------------|----------------|
| 0012 | | UNDEFINED | Dollars, U.S. | | |
| OPTION | Opt. Yr. 2 Performance Incentives FFP RESERVED SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | | | | |
| | | | | | <hr/> |
| | | | | | MAX NET AMT |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|------|------------|----------------|
| 0013 | | 3,269 | Each | | |
| OPTION | Opt. Yr. 3 Tier I Reconciliations FFP IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 3,269 reconciliations. Any contract award to a large business, however, is limited to the unrestricted portion, which is 1,961 reconciliations. SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | | | | |
| | | | | | <hr/> |
| | | | | | MAX NET AMT |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|-------|------------|------------|
| 0014 OPTION | Opt. Yr. 3 Tier II Reconciliations LH | 21,467 | Hours | | |

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors shall submit prices for the entire requirement of 21,467 hours. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 12,870 hours.

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|-------|------------|------------|
| 0015 OPTION | Opt. Yr. 3 Document Control Services LH | 8,000 | Hours | | |

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 8,000 hours. Any contract awarded to a large business, however, is limited to the restricted portion, which is 4,800 hours.

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------------------|------------|----------------|
| 0016 | | UNDEFINED | Dollars, U.S. | | |
| OPTION | Opt. Yr. 3 Performance Incentives FFP RESERVED SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | | | | |
| | | | | | <hr/> |
| | | | | | MAX NET AMT |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|------|------------|----------------|
| 0017 | | 3,269 | Each | | |
| OPTION | Opt. Yr. 4 Tier I Reconciliations FFP IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 3,269 reconciliations. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 1,961 reconciliations. SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | | | | |
| | | | | | <hr/> |
| | | | | | MAX NET AMT |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|-------|------------|------------|
| 0018 OPTION | Opt. Yr. 4 Tier II Reconciliations LH | 21,467 | Hours | | |

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 21,467 hours. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 12,870 hours.

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|-------|------------|------------|
| 0019 OPTION | Opt Yr. 4 Document Control Services LH | 8,000 | Hours | | |

IMPORTANT: 40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement of 8,000 hours. Any contract awarded to a large business, however, is limited to the unrestricted portion, which is 4,800 hours.

SIGNAL CODE: J

SHIP VIA: Best Way (Shippers Option)

TOT MAX PRICE

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------------------|----------------|------------|
| 0020 | | UNDEFINED | Dollars, U.S. | | |
| OPTION | Opt. Yr. 4 Performance Incentives FFP RESERVED SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | | | | |
| | | | | | <hr/> |
| | | | | MAX NET AMT | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|------|----------------|------------|
| 0021 | | UNDEFINED | | | |
| | Contract Data Requirements FFP SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | | | | |
| | | | | | <hr/> |
| | | | | MAX NET AMT | |

See Exhibit A
FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|--------|------------|------------|
| 0021AA | Basic Year Data (NSP) FFP Data Not Separately Priced (NSP) Pursuant to Statement of Work, paragraph C-5. SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | 12 | Months | | |

MAX
NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|------------|------------|
| 0021AB | Option Year 1 Data (NSP) FFP Data Not Separately Priced (NSP) Pursuant to Statement of Work, paragraph C-5. SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | 12 | Months | | |

MAX
NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|------------|------------|
| 0021AC | Option Year 2 Data (NSP) FFP Data Not Separately Priced (NSP) Pursuant to Statement of Work, paragraph C-5. SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | 12 | Months | | |

MAX
NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|------------|------------|
| 0021AD | Option Year 3 Data (NSP) FFP Data Not Separately Priced (NSP) Pursuant to Statement of Work, paragraph C-5. SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | 12 | Months | | |

MAX
NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|------------|------------|
| 0021AE | Option Year 4 Data (NSP) FFP Data Not Separately Priced (NSP) Pursuant to Statement of Work, paragraph C-5. SIGNAL CODE: J SHIP VIA: Best Way (Shippers Option) | 12 | Months | | |

MAX
NET AMT

FOB: Destination

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantities and CLIN values for all orders issued against the CLINs on this contract shall not be less than the minimum quantities and CLIN values state in th following table. The maximum quantities and CLIN values for all orders issued against the CLINs on this contract shall not exceed the maximum quantities and CLIN values stated in the following table.

| CLIN | MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|------|---------------------|-------------------|---------------------|-------------------|
| 0001 | 327.00 | | 3,269.00 | |
| 0002 | 2,147.00 | | 21,467.00 | |
| 0003 | 800.00 | | 8,000.00 | |
| 0004 | | | | |
| 0005 | 327.00 | | 3,269.00 | |
| 0006 | 2,147.00 | | 21,467.00 | |
| 0007 | 800.00 | | 8,000.00 | |
| 0008 | | | | |
| 0009 | 327.00 | | 3,269.00 | |
| 0010 | 2,147.00 | | 21,467.00 | |
| 0011 | 800.00 | | 8,000.00 | |
| 0012 | | | | |
| 0013 | 327.00 | | 3,269.00 | |
| 0014 | 2,147.00 | | 21,467.00 | |
| 0015 | 800.00 | | 8,000.00 | |
| 0016 | | | | |
| 0017 | 327.00 | | 3,269.00 | |
| 0018 | 2,147.00 | | 21,457.00 | |
| 0019 | 800.00 | | 8,000.00 | |
| 0020 | | | | |
| 0021 | N/A | | N/A | |

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum Quantity and order value stated in the following table.

| CLIN | MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|------|---------------------|-------------------|---------------------|-------------------|
| 0001 | | | 3,269.00 | |
| 0002 | | | 21,467.00 | |
| 0003 | | | 8,000.00 | |
| 0004 | | | | |
| 0005 | | | 3,269.00 | |
| 0006 | | | 21,467.00 | |
| 0007 | | | 8,000.00 | |
| 0008 | | | | |
| 0009 | | | 3,269.00 | |
| 0010 | | | 21,467.00 | |
| 0011 | | | 8,000.00 | |
| 0012 | | | | |
| 0013 | | | 3,269.00 | |
| 0014 | | | 21,467.00 | |
| 0015 | | | 8,000.00 | |
| 0016 | | | | |
| 0017 | | | 3,269.00 | |
| 0018 | | | 21,467.00 | |
| 0019 | | | 8,000.00 | |
| 0020 | | | | |
| 0021 | | | N/A | |

Section C - Descriptions and Specifications

STATEMENT OF WORK

PERFORMANCE BASED RECONCILIATION SERVICES CONTRACT STATEMENT OF WORK

C-1 INTRODUCTION

a. The Defense Finance and Accounting Service provides accounting, finance services to the Army, Air Force, Navy, Marine Corps, and Defense Agencies through 25 sites located throughout the world with a Headquarters in Arlington, Virginia.

b. The Defense Finance and Accounting Service is engaged in a program to reconcile accounting, finance and contractual records. These reconciliations are required due to out of balance conditions between records and systems and to facilitate the contract closeout process. Reconciliations may include a review of all or a subset of all of the contractual documents and the associated financial records. It may include the requirement to reconcile new and very active contracts in order to prevent problem disbursements and to facilitate prevalidation of payments. There are two categories of reconciliation defined and used in this contract, full reconciliations and limited scope reconciliations.

(1) Full reconciliations consist of a complete review and alignment of all contractual documents, payment and adjustment transactions and accounting records. A full reconciliation will result in a contract with no adverse financial conditions in the corresponding accounting or entitlement systems.

(2) A limited scope reconciliation consists of a review of less than all contractual documentation, payment and adjustment transactions and accounting records on a contract to correct specifically identified adverse or out-of-balance financial conditions as requested by the reconciliation originator. A limited scope reconciliation will address the adverse/out-of-balance condition(s) identified by the requestor without creating or increasing other adverse/out-of-balance conditions.

C-2 SCOPE OF WORK

The contractor shall provide reconciliation services to support the Defense Finance and Accounting Service (DFAS) as well as non-DFAS Department of Defense (DOD) components. These services shall include:

- Identifying and correcting out of balance financial and line item conditions between contractual documents and the entitlement system.
- Identifying and correcting out of balance financial conditions between contractual documents and the accounting system(s).
- Identifying and correcting out of balance financial conditions between the entitlement and the accounting systems.
- Identifying and correcting unmatched disbursements (UMDs).
- Identifying and correcting negative unliquidated obligations (NULOs).

These services are related to payments disbursed and accounted for by various DFAS organizations and are accomplished by analyzing and comparing source documents to accounting and payment systems and by utilizing DFAS provided reconciliation systems as well as DFAS approved contractor systems. However all corrective

financial transactions will be posted to US Treasury accounts via the current version of DFAS provided adjustment software.

C-3 REQUIREMENTS AND PERFORMANCE STANDARDS

a. Requirements

(1) Provide timely, accurate, cost effective reconciliation of government contracts using Defense Finance and Accounting Service (DFAS) approved systems and methodologies, in accordance with applicable laws, directives, and procedures. Reconciliations are divide into two tiers for the purpose of this contract:

(a) **Tier I.** All reconciliation requests originate as Tier I requests. Tier I requests are limited scope reconciliations to correct specifically identified adverse conditions on a contract; considering contractual documents, the contract payment system, and the accounting system(s) without creating additional adverse conditions. This category consists of requests that, under previous statements of work were initially authorized a maximum of 35 hours for completion without additional approval. This item will be a firm fixed price line item with a unit of issue of "each." These reconciliations will be completed within 90 days of assignment. When the contractor estimates that the time to complete a reconciliation will exceed the Tier I level, and transition to the Tier II category below, they will complete a DFAS Document Preparation Worksheet for each case, documenting the projected elements of time to complete the effort. The DFAS Document Preparation Worksheet will be submitted to the COR at least 5 days prior to expiration of the original 90day period. The submission of this form may be done in an electronic format. The additional reconciliation time must be approved by the cognizant COR prior to work starting. If the Tier II request is not approved, the original 90-day completion period remains. Payment for Tier I reconciliation requests will be made after acceptance by the COR. The Government will reply to the DFAS Document Preparation Worksheet within 5 working days.

(b) **Tier II.** A contract being reconciled must be approved as a Tier II reconciliation prior to the start of the work effort. The Tier II will have time authorized based on the Elements of Time (EOT) standard (Attached). When a Tier I expands to a Tier II, it will be converted from a unit of "each" to the number of hours approved in accordance with the EOT standard. This work will be priced at an hourly rate and paid upon acceptance by the COR. The number of hours billed for each contract will be the actual hours worked, not to exceed the hours authorized.

(2) Provide document control services utilizing the DFAS Document Tracking Log (DTL) and Standard Contract Reconciliation Tool (SCRT) to insure adequate control over the initiation, tracking, completing and reporting of reconciliation requests. This category of work is to be billed by the actual hours worked by the individuals completing the task.

b. Performance standards

(1) Reconciliation accuracy.

Accuracy is defined as completion of a work effort that is free of material defects. A material defect is further defined as any monetary discrepancy that is not systemically detected, and any non-systemically detectable misinterpretation or misapplication of law, regulation, or policy. The COR will determine the materiality of errors. Errors will be corrected by the contractor without additional charge to the government, within 45 days of notification to the contractor.

(2) Reconciliation timeliness

(a) Tier I reconciliations will be completed within 90 calendar days of assignment to the contractor except for Tier I reconciliations that involve "J" coded invoices. Tier I reconciliations that involve "J" coded invoices will be completed within 20 days of assignment. The contractor will receive a day for day extension for periods awaiting canceled or replacement fund approval.

(b) Tier II reconciliations will be completed within 180 calendar days of approval of the DFAS Document Preparation Worksheet, with a day for day extension for periods awaiting canceled or replacement fund approval.

(3) Document Control Services Accuracy. A new contractor is authorized up to six months to achieve an accuracy rate of 98% of the individual data elements being entered correctly into DTL and SCRT.

(4) Document Control Services Timeliness. Cases will be completed within two workdays of receipt, except "Contract transfer cases" which will be completed by 1400 hours on the date received if received prior to 1300 hours.

c. Incentives.

(1) Reconciliation

(a) An accuracy rate of 99% or greater for all items completed per the COR's records, during each calendar month will result in premium of 2% of the current monthly invoice total not inclusive of document control service hours billed.

(b) An accuracy rate of less than 96% based on the COR's determination, for any calendar month after the sixth month of the contract, will result in a 5% reduction in the value of the current monthly invoice total not inclusive of the document control services hours billed.

(c) For Tier II reconciliations with 100 or fewer hours of time authorized. Completion of the reconciliation in less than 85% of the time authorized for the number of elements actually reviewed, using the EOT prescribed methodology, will result in a 2% premium for the hours used on that reconciliation.

(d) For reconciliations with more than 100 hours of time authorized. Completion in less than 75% of the time authorized for the

number of elements actually reviewed using the EOT methodology, will result in a 2% premium for the hours used on that reconciliation.

(2) Document Control Services

(a) Failure to achieve 98% accuracy after the sixth month of incumbency based on the COR's daily reports, will result in a 5% reduction in the billing amount for the Document Control Services hours performed during that period.

(b) For the seventh and subsequent months of the contract, any instance in which a case is not completed within five workdays of receipt will result in a 5% reduction in the billing amount for the Document Control Services hours performed during that period.

d. Surveillance

(1) DFAS will review all reconciliations for a period of at least three months to ensure quality. After the minimum period, provided the quality standard has been met for at least three consecutive months, DFAS will undertake a post update random sample review providing a 95% confidence interval of at least 96% accuracy from which contractor performance will be based.

(2) Document Control Services accuracy and timeliness will be tracked by DFAS through a daily review process.

C-4 SYSTEMS

The DFAS operational environment consists of, but is not limited to the following accounting and finance systems: STARS, MISIL, MOCAS, CPAS, BQ, FRS/CERPS, STANFINS, SOMARDS, CEFMS, SRD1, SABRS, CRS, SCRT

a. System: STARS –Standard Accounting Reporting System

Major User: DFAS Cleveland Network

STARS is comprised of the HCM (Headquarters Command Module), the FL (Field Level module), and One Pay module.

b. System: MISIL (Navy) Management Information System for International Logistics

Major User: DFAS Denver Network

c. System: MOCAS – Mechanization of Contract Administration Services

Major User: DFAS Columbus

- d. System: CPAS – Central Procurement Accounting System
Major User: DFAS Denver Network
- e. System: BQ –USAF Standard Base Level General Accounting and Finance System
Major User: DFAS Denver Network
- f. System: FRS/CERPS – Financial Reporting System/Centralized Expenditure Reporting Processing System
Major User: DFAS Cleveland Network, DFAS Kansas City
- g. System: STANFINS – Standard Finance System
Major User: DFAS Indianapolis Network
- h. System: SOMARDS – Standard Operations and Maintenance, Army Research and Development System
Major User: DFAS Indianapolis Network
- i. System: CEFMS – Corps of Engineers Financial Management System
Major User: DFAS Indianapolis Network
- j. System: SRD1 – Stanfins redesign subsystem 1
Major User: DFAS Indianapolis Network
- k. System: SABRS – Standard Accounting and Budgeting and Reporting System
Major User: DFAS Kansas City
- l. System: CRS – Contract Reconciliation System
Major User: DFAS Columbus
- m. System: SCRT – Standard Contract Reconciliation Tool
Major User: DFAS Columbus
- n. System: DTL – Document Tracking Log
Major User: DFAS Columbus

C-5 PERSONNEL AND FACILITIES RELATED INFORMATION

a. Training for the use of Government Systems. The Contractor shall acquire training adequate to perform the assigned tasks. When available, and at the discretion of the COR, the government may provide training materials, manuals, and instruction to assist the contractor in acquiring the necessary training. However the government will provide training on a one time only basis in a “train the trainer” capacity. The contractor will also receive training on a one time basis, for enhancements and upgrades to Government systems in the same “train the trainer” capacity. The contractor shall be responsible for subsequent training of all contractor personnel.

b. Hours of Work. Work hours will be restricted from 6:00a.m. to 6:00p.m. Monday through Saturday. The contractor understands that all systems may not be available outside normal hours and accepts the risk of system down time.

c. Office space will be provided by DFAS. Items such as general office supplies, PC's, Monitors, and compatible printers will be the responsibility of the government.

d. Key Personnel

(1) Program Manager

(a) The Program manager is the primary liaison with the requiring DOD agency and the Contracting Officer's Representative's (COR's) and must maintain an intimate and current technical and administrative grasp of all contract activities. The Program manager plans, conducts, oversees, and is responsible for all program activities using sound management techniques. Provides overall technical advice, quality control, and counsel to project staff, including final approval of all task deliverables. The Program Manager is responsible for all contract personnel.

(b) Experience: The Program Manager must have a bachelor's degree in a business related field with a minimum of six (6) years of general experience in task management related to contract finance, contract reconciliation, accounting, business and financial management services of similar size and complexity to the work described in the solicitation. Four of the six (6) years of experience must be managing and directing work similar to the requirements of the solicitation.

(2) Alternate Program Manager

(a) The Alternate Program Manager assumes primary management responsibility for the program in the absence of the Program Manager and, in that event, must be capable of performing the same Program Manager functions shown above.

(b) Experience: Same as the Program Manager

e. Confidentiality and Disclosure statements will be submitted for each employee within 5 workdays after assignment to the project.

f. Security Investigations and Privacy Act Requirements: See **Special Provision H-1 in Section H.**

g. Computer Data All spreadsheets, working papers and other data and tools developed for reconciliation services during the performance or within the scope of this contract, are and shall remain, property of DFAS.

h. Comparison Tools. The contractor will utilize government owned and/or approved contract reconciliation and comparison tools. Deviation from standard systems must be approved by the COR.

i. Applicable Documents. The following references pertain to accomplishment of work that is the subject of the Work Statement:

- (1) Federal Acquisition Regulation (FAR)
- (2) Defense Federal Acquisition Regulation Supplement (DFARS)
- (3) All DOD Financial Management Regulations (FMR)
- (4) DFAS Standard Operating Procedures

C-6 CONTRACT DELIVERABLES

The contractor shall ensure documentary evidence supporting reconciliation findings is placed in the contract files using the appropriate medium (i.e., electronic or hard copy) based on current DFAS procedures. Adjusting transactions will be prepared using standard DFAS systems. The items to be delivered under this contract are as described in paragraph C-3 above and consist of the following:

- Tier I Reconciliations
- Tier II Reconciliations
- Document control services

C-7 DATA REQUIREMENTS

The following reports will be provided as not separately priced (NSP) items:

a.. Weekly/Monthly Progress Report: This report shall be submitted by the contractor on a weekly and monthly basis. The report shall summarize the work completed in the appropriate period and the monthly submission will be consistent with the work effort related to the corresponding invoice. At a minimum, the report will contain the following:

- (1) The individual contract number(s) assigned.
- (2) Document Tracking Log number(s).
- (3) Agreed upon elements of time.
- (4) Actual hours worked during the submission period on the individual contract reconciliation task.
- (5) The total hours worked to date on each task.
- (6) Start date of individual contract reconciliation tasks.
- (7) Estimated completion individual reconciliation tasks.
- (8) Actual completion date when completed during that monthly period.
- (9) Total time expended by the contractor to complete the reconciliation task.
- (10) Current status of each reconciliation task.

The Progress Report is to be submitted weekly with inclusive data from Sunday through Saturday. The Monthly Report will be submitted with, and must balance to the invoice. The Progress Report will be submitted in electronic format designated by the COR.

b. Timing and Distribution of Reports (See the Contract Data Requirements List at **Exhibit A in Section J.**)

(1) The Contractor shall complete a DFAS Document Preparation Worksheet for each reconciliation, when estimated completion time will expand from Tier I to Tier II.

(2) Copies of electronic Weekly Progress Reports shall be provided not later than Tuesday close of business (COB) (If Monday or Tuesday are Federal Holidays the report will be due by COB the next regular business day.).

(3) Copies of electronic Monthly progress reports shall be provided not later than 15 days after the end of each month.

(4) The contractor shall distribute required reports as follows:

(a) One copy of all reports shall be delivered to the COR.

(b) One copy of all reports less the DFAS Document Preparation Worksheets, shall be delivered to the DFAS Reconciliation Contract Manager (DRCM).

C-8 DETERMINING TIME STANDARDS

Elements of Time (EOT) definitions and determinations may be found in **Attachment J-1 in Section J.**

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0010 | Destination | Government | Destination | Government |
| 0011 | Destination | Government | Destination | Government |
| 0012 | Destination | Government | Destination | Government |
| 0013 | Destination | Government | Destination | Government |
| 0014 | Destination | Government | Destination | Government |
| 0015 | Destination | Government | Destination | Government |
| 0016 | Destination | Government | Destination | Government |
| 0017 | Destination | Government | Destination | Government |
| 0018 | Destination | Government | Destination | Government |
| 0019 | Destination | Government | Destination | Government |
| 0020 | Destination | Government | Destination | Government |
| 0021 | Destination | Government | Destination | Government |
| 0021AA | Destination | Government | Destination | Government |
| 0021AB | Destination | Government | Destination | Government |
| 0021AC | Destination | Government | Destination | Government |
| 0021AD | Destination | Government | Destination | Government |
| 0021AE | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
| 52.246-6 | Inspection--Time-And-Material And Labor-Hour | MAY 2001 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2003 |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|--|--------|
| 0001 | POP 15-FEB-2004 TO 14-FEB-2005 | N/A | DFAS CONTRACT PAY - COLUMBUS DAVID M. RECKART DFAS-BK-CO BLDG. 21 3990 E BROAD ST COLUMBUS OH 43213-1152 614-693-5556 FOB: Destination | HQ0360 |
| 0002 | POP 15-FEB-2004 TO 14-FEB-2005 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0003 | POP 15-FEB-2004 TO 14-FEB-2005 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0004 | POP 15-FEB-2004 TO 14-FEB-2005 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0005 | POP 15-FEB-2005 TO 14-FEB-2006 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0006 | POP 15-FEB-2005 TO 14-FEB-2006 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0007 | POP 15-FEB-2005 TO 14-FEB-2006 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0008 | POP 15-FEB-2005 TO 14-FEB-2006 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0009 | POP 15-FEB-2006 TO 14-FEB-2007 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0010 | POP 15-FEB-2006 TO 14-FEB-2007 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0011 | POP 15-FEB-2006 TO 14-FEB-2007 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0012 | POP 15-FEB-2006 TO 14-FEB-2007 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0013 | POP 15-FEB-2007 TO 14-FEB-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |

| | | | | |
|--------|-----------------------------------|-----|--|--------|
| 0014 | POP 15-FEB-2007 TO 14-FEB-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0015 | POP 15-FEB-2007 TO 14-FEB-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0016 | POP 15-FEB-2007 TO 14-FEB-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0017 | POP 15-FEB-2008 TO 14-FEB-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0018 | POP 15-FEB-2008 TO 14-FEB-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0019 | POP 15-FEB-2008 TO 14-FEB-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0020 | POP 15-FEB-2008 TO 14-FEB-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0360 |
| 0021 | N/A | N/A | N/A | N/A |
| 0021AA | POP 15-FEB-2004 TO 14-FEB-2005 | N/A | DFAS-CO-BKR DAVE RECKART 3990 EAST BROAD STREET COLUMBUS OH 43213 614-693-5556 FOB: Destination | HQ0423 |
| 0021AB | POP 15-FEB-2005 TO 14-FEB-2006 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0423 |
| 0021AC | POP 15-FEB-2006 TO 14-FEB-2007 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0423 |
| 0021AD | POP 15-FEB-2007 TO 14-FEB-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0423 |
| 0021AE | POP 15-FEB-2008 TO 14-FEB-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0423 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.247-35 | F.O.B. Destination, Within Consignee's Premises | APR 1984 |

Section G - Contract Administration Data

ISSUANCE OF TASK ORDERS

G-1 ISSUANCE OF TASK ORDERS

Task orders issued pursuant to FAR Clause 52.216-18 in Section I of this solicitation may not be issued orally but may be issued by facsimile or by electronic commerce methods, as contemplated by paragraph (c) of the clause.

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference

DEC 1991

Section H - Special Contract Requirements

SPECIAL PROVISIONS**SPECIAL CONTRACT PROVISIONS****H-1 SECURITY REQUIREMENTS AND PRIVACY ACT REQUIREMENTS.**

1.1 All work performed relative to the tasking identified in the SOW are **unclassified** or carry a Privacy Act Classification. System security shall be in accordance with DoD directive 8500.1, Information Assurance.

1.1.1 Magnitude. This order will require personnel secured to the level of:

AIS-I - none.

AIS-II - All employees.

1.2 Security Investigation Requirements for Automated Information Systems (AIS):

1.2.1 For AIS-I: No classified work will be required. However, the contractor will be working with sensitive information which is covered by the Privacy Act and which is category AIS I. All contractor personnel requiring AIS-I access to the DFAS systems will complete a Single Scope Background Investigation (SSBI). An AIS-I position may be occupied pending the completion of the SSBI once the National Agency Check (NAC) portion has been completed and favorably adjudicated.

1.2.2 For AIS-II: No classified work will be required. However, the contractor will be working with sensitive information which is covered by the Privacy Act and which is category AIS II. Contractor must ensure sensitive (privacy act) information is properly safeguarded at the work-site and not removed from the work site. In addition, the contractor will be required to comply with the security requirements associated with access to the DFAS enterprise network. This requires individuals who perform duties at the AIS II category to have a favorable determination of requisite investigation IAW the specifications of the DoD Personnel Security Program as provided for in the DoD 5200.2-R. If required, the contractor may be requested to undergo a higher level of investigation.

1.3 Documentation Submission. The National Agency Check (NAC) for AIS-II and the Single Scope Background Investigation (SSBI) for AIS-I requires contractor submission of the following investigative documents:

Standard Form 85P - Questionnaire for Public Trust Positions

FD 258 - Finger Print Card

1.3.1 All contractor personnel requiring either AIS I or AIS II access to the DFAS systems will complete a SF 85P for the appropriate level investigation described above. The SF 85P will be completed using the Electronic Personnel Security Questionnaire (EPSQ). The EPSQ is available for downloading on the Defense Security Service (DSS) Web Site at www.dss.mil/epsq. Completed EPSQ, to include a copy on a disk and a signed hard copy, will be provided to the Contract Officer's Representative (COR) or Government Point of Contact (GPOC) elsewhere named in this award. All SF 85Ps must be accompanied with the FD 258 Finger Print Card and a copy of the contractor's birth certificate for citizenship verification. Foreign Nationals must submit appropriate documentation from the Immigration and Naturalization Service (INS). The COR/GPOC will notify the contractor when contractor employees have been approved for access to the facility. The appropriate investigations (NAC or SSBI) should be completed before the contractor employee begins work.

1.4 Waiver Procedures.

1.4.1 For AIS-I: An AIS I position may be occupied pending the completion of the SSBI once the NAC portion has been completed and favorably adjudicated. A previous National Agency Check with Written Inquiries (NACI) or an Entrance NAC may be used for emergency appointment, provided a break in service of more than 24 months has not occurred since completion of that investigation and the SSBI has been initiated, and a Waiver of Pre-appointment Investigative Requirements has been granted.

1.4.2 For AIS-II: On an exception basis and if an emergency situation exists, a US citizen contractor employee may begin once the Waiver of Pre-appointment Investigative Requirements has been granted by the proponent Business Line Executive, Client Executive, or Corporate Director. Waivers can be made, provided no potentially disqualifying information is known concerning the contractor employee, and all pre-appointment security checks have been favorably completed.

1.5 Findings. All contractor employees must receive a favorable NAC or SSBI. Unfavorable NAC or SSBI findings will require individual determinations by the DFAS security office before allowing contractor employee access to the facility.

1.6 Non-US citizens. Employment of non-US citizens requires a fully completed and favorably adjudicated background investigation prior to beginning DFAS work.

H-2 DFAS CONTRACTOR FURNISHED EQUIPMENT (CFE) POLICY

In accordance with Chapter 9 of DFAS Regulation 8000.1-R, personally owned workstations, laptop computers, software and printers, including computers connected to the DISP, will not be connected to the DFAS Enterprise Local Area Network (ELAN). This prohibition is a security requirement to protect the ELAN from the spread of malicious logic (viruses and Trojan Horse programs) and to protect sensitive but unclassified (SBU) information from being compromised. Contractors performing duties in a DFAS facility may be provided DFAS owned workstations and printers. If the awarded contract specifies that the contractor is responsible for providing its employees with workstations and printers, these devices must have ELAN connection approval in writing from the Infrastructure Services Organization, Director of Infrastructure Management. Approval for connection to the ELAN is contingent on the Contractor furnished equipment meeting all stipulations cited in paragraphs C9.7.2.1 through C9.7.2.9 of Chapter 9 of DFAS Regulation 8000.1-R dated December 2002.

The Contractor will notify the DFAS LAN support personnel prior to permanently removing any previously connected workstations from DFAS property. Laptop computers, which are taken home by contractors, will not be erased until the person is permanently removed from the DFAS project or the Laptop is being removed from DFAS ELAN service. The government personnel will zero the disk drive(s) using government approved (Ghost 7-pass) software. This ensures that DFAS licensed software and sensitive but unclassified and privacy act protected information is not removed from government control.

Excerpts from the DFAS Regulation 8000.1-R that pertain to this policy are available from the Contracting Officer.

H-3 PARTIAL SMALL BUSINESS SET-ASIDE

In accordance with FAR 19.502-3, this procurement has been designated a partial small business set-aside. Accordingly, forty percent (40%) of the work is restricted to small businesses. Small business under SIC Code 8721, which applies to this procurement, is defined as a firm with average annual receipts over the past three years not exceeding \$6 million.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.202-1 | Definitions | DEC 2001 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2003 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.211-15 | Defense Priority And Allocation Requirements | SEP 1990 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data--Modifications | OCT 1997 |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices | OCT 1997 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications | OCT 1997 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2000 |
| 52.219-9 | Small Business Subcontracting Plan | JAN 2002 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-41 | Service Contract Act Of 1965, As Amended | MAY 1989 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option) | MAY 1989 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | APR 1998 |
| 52.223-6 | Drug Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.230-3 | Disclosure And Consistency Of Cost Accounting Practices | APR 1998 |
| 52.230-6 | Administration of Cost Accounting Standards | NOV 1999 |

| | | |
|-----------------|---|----------|
| 52.232-1 | Payments | APR 1984 |
| 52.232-7 Alt II | Payments Under Time-And-Materials And Labor Hour Contracts (Dec 2002) - Alternate II | FEB 2002 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-25 | Prompt Payment | OCT 2003 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.242-2 | Production Progress Reports | APR 1991 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2001 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.243-3 | Changes--Time-And-Material Or Labor-Hours | SEP 2000 |
| 52.244-6 | Subcontracts for Commercial Items | APR 2003 |
| 52.245-4 | Government-Furnished Property (Short Form) | JUN 2003 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | SEP 1996 |
| 52.249-6 Alt IV | Termination (Cost Reimbursement) (Sep 1996) - Alternate IV | SEP 1996 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | MAR 1999 |
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Required Central Contractor Registration | NOV 2001 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) | APR 1996 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.232-7003 | Electronic Submission of Payment Requests | MAR 2003 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | MAR 2000 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 15 February 2004 through 14 February 2005 and for corresponding option years if options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than zero (The minimum order quantity for any CLIN or combination of CLINs is zero as shown for each CLIN under CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE at the end of Section B of this solicitation.), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the maximum quantity shown for each CLIN under CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE at the end of Section B of this solicitation;

(2) Any order for a combination of items in excess of the maximum quantities shown for each CLIN in the table under CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE at the end of Section B of this solicitation; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not

purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **15 February 2005, unless option period(s) are exercised.**

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the dates specified below:

| CLIN | Option Exercise Period |
|-------------|-------------------------------|
| 0001 | 12/31/04 – 2/14/05 |
| 0002 | 12/31/04 – 2/14/05 |
| 0003 | 12/31/04 – 2/14/05 |
| 0004 | 12/31/04 – 2/14/05 |
| 0005 | 12/31/05 – 2/14/06 |
| 0006 | 12/31/05 – 2/14/06 |
| 0007 | 12/31/05 – 2/14/06 |
| 0008 | 12/31/05 – 2/14/06 |
| 0009 | 12/31/06 – 2/14/07 |
| 0010 | 12/31/06 – 2/14/07 |
| 0011 | 12/31/06 – 2/14/07 |
| 0012 | 12/31/06 – 2/14/07 |
| 0013 | 12/31/07 – 2/14/08 |
| 0014 | 12/31/07 – 2/14/08 |
| 0015 | 12/31/07 – 2/14/08 |
| 0016 | 12/31/07 – 2/14/08 |
| 0017 | 12/31/08 – 2/14/09 |
| 0018 | 12/31/08 – 2/14/09 |
| 0019 | 12/31/08 – 2/14/09 |
| 0020 | 12/31/08 – 2/14/09 |

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **15 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **45** days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months**.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definitions.

"Small business concern", as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s).

(4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) Agreement. For the set-aside portion of the **acquisition**, a small business concern submitting an offer in its own

name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

| | |
|--|------------------|
| 01014 Accounting Clerk IV (Jr. Accountant) | \$16.53 - \$2.56 |
| 01013 Accounting Clerk III (Accounting Technician) | \$13.09 - \$2.56 |
| 01012 Accounting Clerk II (Accounting Technician) | \$11.40 - \$2.56 |
| 01115 General Clerk I (Clerical Support) | \$9.24 - \$2.56 |

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases

in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

| Contract Type | Incentive (Voluntary) | | Program Requirement (Mandatory) | |
|--|-----------------------|-------------------------------------|---------------------------------|-------------------------------------|
| | Instant Contract Rate | Concurrent and Future Contract Rate | Instant Contract Rate | Concurrent and Future Contract Rate |
| Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts) | 50 | 50 | 25 | 25 |

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

farsite.hill.af.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DAS 52.39-9002 Section 508 Compliance – Indefinite Delivery/Indefinite Quantity Contracts (May 2003)

(a) The Contractor must provide and maintain a comprehensive specific list of all offered electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list (with full details of compliance) can be found (e.g., vendor's web site, or address of other web pages). The Contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The Contractor must maintain and keep current this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of any changes to the product line.

(b) The Contractor must ensure that any EIT products offered for sale to DFAS that are less than fully compliant are offered only after extensive market research has been performed sufficient to ensure that the products are the most compliant products and services available in the commercial marketplace that satisfy this contract's requirements. This is an ongoing obligation for all orders placed against this contract. If an EIT product offered under this contract no longer is the most compliant product at the time an order is placed, then before accepting or performing the order, the Contractor must advise the Contracting Officer of that fact, and shall identify for the Contracting Officer all EIT products that are more Section 508 compliant under 36 CFR 1194. If the Contractor delivers an EIT product without having provided any notice as required by this subparagraph, performance will be in default notwithstanding any acceptance by the Government. Upon receipt of such notice, the Contracting Officer may cancel the order at no cost to the Government or may direct the Contractor to proceed with performance.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

APPENDIX 1**J-1 ELEMENTS OF TIME DOCUMENTATION**

a. Elements of Time (EOT)

(1) Elements are defined as: modifications, Accounting Classification Reference Numbers (ACRN), Contract Line Item Numbers (CLIN), shipments, and adjustments. For a full reconciliation count all elements on the contract. For an advance limited scope reconciliation count only those elements associated with the request. Additional guidance providing consistency in methodology for performing limited scope reconciliations concerning audit requests, "J" coded invoice actions, and modification actions follows the basic computation examples.

(2) A time of 25 minutes per element for the MOCAS reconciliation and 10 minutes per element on the ACCOUNTING STATION reconciliation is utilized.

b. Methodology:

(1) Example 1:

| | <u>MOCAS</u> | <u>ACCOUNTING STATION</u> |
|----------------|--------------|---------------------------|
| Mods | 42 | 5 |
| ACRNS | 12 | 2 |
| CLINS | 25 | 0 |
| Shipments | 72 | 12 |
| Adjustments | <u>20</u> | <u>5</u> |
| Total Elements | 171 | 24 |

MOCAS: 171 Elements X 25 minutes per Element = 4,275 minutes
 4,275 Minutes / 60 (minutes per hour) = 71.25 hours
 STATION: 24 Elements X 10 minutes per Element = 240 minutes
 240 Minutes / 60 (minutes per hour) = 4 hours
 Total amount of hours authorized would be 75.25.

(2) Example 2:

| | <u>MOCAS</u> | <u>STATION</u> |
|-------------|--------------|----------------|
| Mods | 86 | 42 |
| ACRNS | 24 | 10 |
| CLINS | 30 | 0 |
| Shipments | 36 | 12 |
| Adjustments | <u>5</u> | <u>3</u> |
| Total | 181 | 67 |

MOCAS: 181 Elements X 25 minutes per Element = 4,525 minutes
 4,525 minutes / 60 (minutes per hour) = 75.42 hours
 STATION: 67 Elements X 10 minutes per Element = 670 minutes
 670 minutes / 60 (minutes per hour) = 11.17 hours
 Total amount of hours authorized would be 86.59.

c. LIMITED SCOPE - Reconciliation Requests

Elements of Time Determination

Estimate elements based on the actual audit request document. Compute estimated time using 25 minutes for MOCAS elements and 10 minutes for Accounting Station elements as indicated above. Only the elements affecting the adverse condition on the reconciliation request will be considered in arriving at the total EOT.

Revise estimated EOT downward to reflect the actual EOT prior to submission of completed request. Estimates may not be exceeded without Contracting Officer Representative (COR) approval in advance.

d. LIMITED SCOPE - J-Coded Invoice Action

Element of Time determination

1. Total number of ACRNs

Only those ACRNs that revealed discrepancies which initially stopped the invoice disbursement that, when resolved, will allow the invoice to be recoded.

2. Total number of CLINs

Only those associated with the discrepancy ACRN(s)

3. Total number of Modifications

Only those associated with the discrepancy ACRN(s) determined by MOCAS and SCRT

4. Total number of Shipments

All shipments associated with the CLIN(s)

Verify chronologically from the most recent payment date to the oldest payment date.

Note: This will assist in determining the actual elements reviewed and verified.

5. Total number of Adjustments

Disbursements: All adjusting entries per adjustment document associated with the discrepancy ACRN(s)

Obligation: Include all DOC REF entries, except MECH postings.

Verify chronologically from the most recent adjustment date to the oldest adjustment date.

Note: This will assist in determining the actual elements reviewed and verified.

If a full audit is in progress, separate the j-code and assign an individual time standard based on the criteria above.

If it is determined the j-code cannot be resolved until the full audit is complete, 1 hour will be granted for the EDM case processing.

Verify through the use of SCRT that no adverse conditions will be created. If adverse conditions will be created, coordinate with the related Accounting Activity for resolution and recoding of invoice.

e. LIMITED SCOPE - MOD Reconciliation

Element of Time Determination

1. Total number of ACRNs

Only those ACRN(s) in a NULO status as the result of the processed modification.

2. Total number of CLINs

Only those associated with the modification.

3. Total number of Modifications

Only those associated with the ACRN(s) in a NULO status as a result of the processed. modification determined by MOCAS and SCRT.

4. Total number of Shipments

All shipments associated with the CLIN(s).

Verify chronologically from the most recent payment date to the oldest payment date.

5. Total number of Adjustments

All adjusting entries associated with the ACRN(s) in a NULO status as a result of the processed modification.

Disbursements: All adjusting entries per adjustment document associated with the discrepancy ACRN(s)

Obligation: Include all DOC REF entries, except MECH postings.

Verify chronologically from the most recent adjustment date to the oldest adjustment date.

Note: This will assist in determining the actual elements reviewed and verified.

f. If a full reconciliation is in progress, do not separate the request without COR approval. If the request will be completed within the full audit, 1 hour will be granted for the EDM case processing.

g. If the required adjustments result in external reporting, a department-wide reconciliation using SCRT must be completed for the adjusted ACRN(s).

J-2 RECONCILIATION PROBLEMS FOR PART 1 OF TECHNICAL PROPOSAL – VOLUME I
(See paragraph 3.1.2.1 of Section L of this Solicitation.)

NOTE: These are provided under separate cover.

PROBLEM 1

Negative Unliquidated Obligation

PROBLEM 2 (Sections 1 and 2)

Request for MOCAS Action/Information

J-3 SERVICE CONTRACT ACT OF 1965

WAGE DETERMINATION

94-2418 OH,COLUMBUS

WAGE DETERMINATION NO: 94-2418 REV (14) AREA: OH,COLUMBUS

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD: 94-2417**

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 1994-2418
 William W.Gross Division of | Revision No.: 14
 Director Wage Determinations| Date Of Revision: 08/19/2003

State: Ohio

Area: Ohio Counties of Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin,
 Guernsey, Holmes, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry,
 Pickaway, Union

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 10.47 |
| 01012 - Accounting Clerk II | 11.40 |
| 01013 - Accounting Clerk III | 13.09 |
| 01014 - Accounting Clerk IV | 16.53 |
| 01030 - Court Reporter | 16.28 |
| 01050 - Dispatcher, Motor Vehicle | 14.50 |
| 01060 - Document Preparation Clerk | 12.24 |
| 01070 - Messenger (Courier) | 10.31 |
| 01090 - Duplicating Machine Operator | 11.84 |
| 01110 - Film/Tape Librarian | 12.07 |
| 01115 - General Clerk I | 9.24 |
| 01116 - General Clerk II | 10.75 |
| 01117 - General Clerk III | 12.24 |
| 01118 - General Clerk IV | 14.40 |
| 01120 - Housing Referral Assistant | 17.13 |
| 01131 - Key Entry Operator I | 11.03 |
| 01132 - Key Entry Operator II | 12.78 |
| 01191 - Order Clerk I | 11.37 |
| 01192 - Order Clerk II | 12.92 |
| 01261 - Personnel Assistant (Employment) I | 13.30 |
| 01262 - Personnel Assistant (Employment) II | 16.56 |
| 01263 - Personnel Assistant (Employment) III | 16.82 |
| 01264 - Personnel Assistant (Employment) IV | 18.75 |
| 01270 - Production Control Clerk | 15.63 |

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|--|-------|
| 01290 - Rental Clerk | 10.29 |
| 01300 - Scheduler, Maintenance | 13.25 |
| 01311 - Secretary I | 13.25 |
| 01312 - Secretary II | 14.71 |
| 01313 - Secretary III | 17.13 |
| 01314 - Secretary IV | 19.05 |
| 01315 - Secretary V | 22.53 |
| 01320 - Service Order Dispatcher | 11.59 |
| 01341 - Stenographer I | 11.72 |
| 01342 - Stenographer II | 13.01 |
| 01400 - Supply Technician | 19.05 |
| 01420 - Survey Worker (Interviewer) | 12.87 |
| 01460 - Switchboard Operator-Receptionist | 10.06 |
| 01510 - Test Examiner | 14.71 |
| 01520 - Test Proctor | 14.71 |
| 01531 - Travel Clerk I | 10.38 |
| 01532 - Travel Clerk II | 11.06 |
| 01533 - Travel Clerk III | 11.74 |
| 01611 - Word Processor I | 12.52 |
| 01612 - Word Processor II | 14.51 |
| 01613 - Word Processor III | 16.22 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 11.49 |
| 03041 - Computer Operator I | 11.49 |
| 03042 - Computer Operator II | 14.25 |
| 03043 - Computer Operator III | 15.44 |
| 03044 - Computer Operator IV | 18.29 |
| 03045 - Computer Operator V | 19.73 |
| 03071 - Computer Programmer I (1) | 17.79 |
| 03072 - Computer Programmer II (1) | 20.06 |
| 03073 - Computer Programmer III (1) | 23.20 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 20.77 |
| 03102 - Computer Systems Analyst II (1) | 26.37 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 11.78 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 18.67 |
| 05010 - Automotive Glass Installer | 15.61 |
| 05040 - Automotive Worker | 17.03 |
| 05070 - Electrician, Automotive | 16.32 |
| 05100 - Mobile Equipment Servicer | 14.20 |
| 05130 - Motor Equipment Metal Mechanic | 18.56 |
| 05160 - Motor Equipment Metal Worker | 16.70 |
| 05190 - Motor Vehicle Mechanic | 17.01 |
| 05220 - Motor Vehicle Mechanic Helper | 13.49 |
| 05250 - Motor Vehicle Upholstery Worker | 16.25 |
| 05280 - Motor Vehicle Wrecker | 17.03 |
| 05310 - Painter, Automotive | 17.00 |
| 05340 - Radiator Repair Specialist | 17.03 |
| 05370 - Tire Repairer | 13.72 |
| 05400 - Transmission Repair Specialist | 17.01 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 8.80 |

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|---|-------|
| 07010 - Baker | 11.36 |
| 07041 - Cook I | 10.33 |
| 07042 - Cook II | 11.36 |
| 07070 - Dishwasher | 8.00 |
| 07130 - Meat Cutter | 12.21 |
| 07250 - Waiter/Waitress | 8.68 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.32 |
| 09040 - Furniture Handler | 11.93 |
| 09070 - Furniture Refinisher | 16.32 |
| 09100 - Furniture Refinisher Helper | 13.49 |
| 09110 - Furniture Repairer, Minor | 14.89 |
| 09130 - Upholsterer | 16.32 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.07 |
| 11060 - Elevator Operator | 10.12 |
| 11090 - Gardener | 11.68 |
| 11121 - House Keeping Aid I | 8.44 |
| 11122 - House Keeping Aid II | 10.55 |
| 11150 - Janitor | 10.12 |
| 11210 - Laborer, Grounds Maintenance | 10.45 |
| 11240 - Maid or Houseman | 8.44 |
| 11270 - Pest Controller | 13.30 |
| 11300 - Refuse Collector | 11.13 |
| 11330 - Tractor Operator | 11.62 |
| 11360 - Window Cleaner | 10.98 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 13.98 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 13.34 |
| 12071 - Licensed Practical Nurse I | 14.54 |
| 12072 - Licensed Practical Nurse II | 16.34 |
| 12073 - Licensed Practical Nurse III | 18.29 |
| 12100 - Medical Assistant | 10.93 |
| 12130 - Medical Laboratory Technician | 12.56 |
| 12160 - Medical Record Clerk | 11.65 |
| 12190 - Medical Record Technician | 13.77 |
| 12221 - Nursing Assistant I | 8.05 |
| 12222 - Nursing Assistant II | 9.06 |
| 12223 - Nursing Assistant III | 9.89 |
| 12224 - Nursing Assistant IV | 11.09 |
| 12250 - Pharmacy Technician | 12.39 |
| 12280 - Phlebotomist | 11.95 |
| 12311 - Registered Nurse I | 17.82 |
| 12312 - Registered Nurse II | 21.80 |
| 12313 - Registered Nurse II, Specialist | 21.80 |
| 12314 - Registered Nurse III | 26.37 |
| 12315 - Registered Nurse III, Anesthetist | 26.37 |
| 12316 - Registered Nurse IV | 31.60 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 16.00 |
| 13011 - Exhibits Specialist I | 17.79 |
| 13012 - Exhibits Specialist II | 22.08 |
| 13013 - Exhibits Specialist III | 27.00 |
| 13041 - Illustrator I | 15.47 |

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|---|-------|--|
| 13042 - Illustrator II | 19.40 | |
| 13043 - Illustrator III | 23.73 | |
| 13047 - Librarian | 23.94 | |
| 13050 - Library Technician | 12.87 | |
| 13071 - Photographer I | 13.96 | |
| 13072 - Photographer II | 16.20 | |
| 13073 - Photographer III | 23.32 | |
| 13074 - Photographer IV | 24.84 | |
| 13075 - Photographer V | 30.06 | |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | | |
| 15010 - Assembler | 7.38 | |
| 15030 - Counter Attendant | 7.38 | |
| 15040 - Dry Cleaner | 9.37 | |
| 15070 - Finisher, Flatwork, Machine | 7.38 | |
| 15090 - Presser, Hand | 7.38 | |
| 15100 - Presser, Machine, Drycleaning | 7.46 | |
| 15130 - Presser, Machine, Shirts | 7.38 | |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 7.38 | |
| 15190 - Sewing Machine Operator | 10.52 | |
| 15220 - Tailor | 11.26 | |
| 15250 - Washer, Machine | 8.04 | |
| 19000 - Machine Tool Operation and Repair Occupations | | |
| 19010 - Machine-Tool Operator (Toolroom) | 16.32 | |
| 19040 - Tool and Die Maker | 20.68 | |
| 21000 - Material Handling and Packing Occupations | | |
| 21010 - Fuel Distribution System Operator | 15.59 | |
| 21020 - Material Coordinator | 15.63 | |
| 21030 - Material Expediter | 15.63 | |
| 21040 - Material Handling Laborer | 12.19 | |
| 21050 - Order Filler | 11.90 | |
| 21071 - Forklift Operator | 14.32 | |
| 21080 - Production Line Worker (Food Processing) | 13.84 | |
| 21100 - Shipping/Receiving Clerk | 13.52 | |
| 21130 - Shipping Packer | 13.52 | |
| 21140 - Store Worker I | 9.81 | |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 13.23 | |
| 21210 - Tools and Parts Attendant | 14.89 | |
| 21400 - Warehouse Specialist | 14.89 | |
| 23000 - Mechanics and Maintenance and Repair Occupations | | |
| 23010 - Aircraft Mechanic | 20.67 | |
| 23040 - Aircraft Mechanic Helper | 16.39 | |
| 23050 - Aircraft Quality Control Inspector | 23.90 | |
| 23060 - Aircraft Servicer | 18.10 | |
| 23070 - Aircraft Worker | 18.97 | |
| 23100 - Appliance Mechanic | 16.51 | |
| 23120 - Bicycle Repairer | 13.72 | |
| 23125 - Cable Splicer | 22.10 | |
| 23130 - Carpenter, Maintenance | 16.40 | |
| 23140 - Carpet Layer | 16.18 | |
| 23160 - Electrician, Maintenance | 19.39 | |
| 23181 - Electronics Technician, Maintenance I | 17.67 | |
| 23182 - Electronics Technician, Maintenance II | 19.89 | |
| 23183 - Electronics Technician, Maintenance III | 23.19 | |
| 23260 - Fabric Worker | 15.18 | |

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| 23290 - Fire Alarm System Mechanic | 17.34 | |
| 23310 - Fire Extinguisher Repairer | 15.62 | |
| 23340 - Fuel Distribution System Mechanic | 20.20 | |
| 23370 - General Maintenance Worker | 15.31 | |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 17.01 | |
| 23430 - Heavy Equipment Mechanic | 17.08 | |
| 23440 - Heavy Equipment Operator | 18.29 | |
| 23460 - Instrument Mechanic | 17.90 | |
| 23470 - Laborer | 10.16 | |
| 23500 - Locksmith | 16.32 | |
| 23530 - Machinery Maintenance Mechanic | 17.54 | |
| 23550 - Machinist, Maintenance | 17.01 | |
| 23580 - Maintenance Trades Helper | 14.84 | |
| 23640 - Millwright | 19.85 | |
| 23700 - Office Appliance Repairer | 17.17 | |
| 23740 - Painter, Aircraft | 17.52 | |
| 23760 - Painter, Maintenance | 16.32 | |
| 23790 - Pipefitter, Maintenance | 21.78 | |
| 23800 - Plumber, Maintenance | 18.77 | |
| 23820 - Pneudraulic Systems Mechanic | 17.90 | |
| 23850 - Rigger | 17.90 | |
| 23870 - Scale Mechanic | 16.18 | |
| 23890 - Sheet-Metal Worker, Maintenance | 17.87 | |
| 23910 - Small Engine Mechanic | 15.61 | |
| 23930 - Telecommunication Mechanic I | 17.01 | |
| 23931 - Telecommunication Mechanic II | 17.72 | |
| 23950 - Telephone Lineman | 17.34 | |
| 23960 - Welder, Combination, Maintenance | 17.01 | |
| 23965 - Well Driller | 17.01 | |
| 23970 - Woodcraft Worker | 17.90 | |
| 23980 - Woodworker | 14.20 | |
| 24000 - Personal Needs Occupations | | |
| 24570 - Child Care Attendant | 9.79 | |
| 24580 - Child Care Center Clerk | 12.21 | |
| 24600 - Chore Aid | 9.24 | |
| 24630 - Homemaker | 13.37 | |
| 25000 - Plant and System Operation Occupations | | |
| 25010 - Boiler Tender | 18.82 | |
| 25040 - Sewage Plant Operator | 16.32 | |
| 25070 - Stationary Engineer | 18.82 | |
| 25190 - Ventilation Equipment Tender | 13.79 | |
| 25210 - Water Treatment Plant Operator | 16.32 | |
| 27000 - Protective Service Occupations | | |
| (not set) - Police Officer | 20.41 | |
| 27004 - Alarm Monitor | 12.44 | |
| 27006 - Corrections Officer | 17.68 | |
| 27010 - Court Security Officer | 17.68 | |
| 27040 - Detention Officer | 17.68 | |
| 27070 - Firefighter | 15.73 | |
| 27101 - Guard I | 9.36 | |
| 27102 - Guard II | 13.00 | |
| 28000 - Stevedoring/Longshoremen Occupations | | |
| 28010 - Blocker and Bracer | 16.18 | |
| 28020 - Hatch Tender | 16.18 | |

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|---|-------|--|
| 28030 - Line Handler | 16.18 | |
| 28040 - Stevedore I | 15.28 | |
| 28050 - Stevedore II | 17.60 | |
| 29000 - Technical Occupations | | |
| 21150 - Graphic Artist | 17.47 | |
| 29010 - Air Traffic Control Specialist, Center (2) | 29.36 | |
| 29011 - Air Traffic Control Specialist, Station (2) | 20.24 | |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 22.29 | |
| 29023 - Archeological Technician I | 15.23 | |
| 29024 - Archeological Technician II | 17.03 | |
| 29025 - Archeological Technician III | 21.11 | |
| 29030 - Cartographic Technician | 21.11 | |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 20.77 | |
| 29040 - Civil Engineering Technician | 19.82 | |
| 29061 - Drafter I | 11.87 | |
| 29062 - Drafter II | 14.50 | |
| 29063 - Drafter III | 16.83 | |
| 29064 - Drafter IV | 21.11 | |
| 29081 - Engineering Technician I | 13.01 | |
| 29082 - Engineering Technician II | 15.27 | |
| 29083 - Engineering Technician III | 18.72 | |
| 29084 - Engineering Technician IV | 22.97 | |
| 29085 - Engineering Technician V | 26.25 | |
| 29086 - Engineering Technician VI | 32.35 | |
| 29090 - Environmental Technician | 17.56 | |
| 29100 - Flight Simulator/Instructor (Pilot) | 26.37 | |
| 29160 - Instructor | 21.14 | |
| 29210 - Laboratory Technician | 15.85 | |
| 29240 - Mathematical Technician | 21.11 | |
| 29361 - Paralegal/Legal Assistant I | 15.60 | |
| 29362 - Paralegal/Legal Assistant II | 19.08 | |
| 29363 - Paralegal/Legal Assistant III | 21.54 | |
| 29364 - Paralegal/Legal Assistant IV | 26.07 | |
| 29390 - Photooptics Technician | 21.11 | |
| 29480 - Technical Writer | 23.18 | |
| 29491 - Unexploded Ordnance (UXO) Technician I | 18.66 | |
| 29492 - Unexploded Ordnance (UXO) Technician II | 22.57 | |
| 29493 - Unexploded Ordnance (UXO) Technician III | 27.05 | |
| 29494 - Unexploded (UXO) Safety Escort | 18.66 | |
| 29495 - Unexploded (UXO) Sweep Personnel | 18.66 | |
| 29620 - Weather Observer, Senior (3) | 15.83 | |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 14.23 | |
| 29622 - Weather Observer, Upper Air (3) | 14.23 | |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | | |
| 31030 - Bus Driver | 16.51 | |
| 31260 - Parking and Lot Attendant | 7.78 | |
| 31290 - Shuttle Bus Driver | 12.25 | |
| 31300 - Taxi Driver | 8.66 | |
| 31361 - Truckdriver, Light Truck | 12.25 | |
| 31362 - Truckdriver, Medium Truck | 17.05 | |
| 31363 - Truckdriver, Heavy Truck | 17.81 | |
| 31364 - Truckdriver, Tractor-Trailer | 17.81 | |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Animal Caretaker | 9.35 | |

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| 99030 - Cashier | 8.36 | |
| 99041 - Carnival Equipment Operator | 10.02 | |
| 99042 - Carnival Equipment Repairer | 10.55 | |
| 99043 - Carnival Worker | 8.17 | |
| 99050 - Desk Clerk | 8.51 | |
| 99095 - Embalmer | 18.96 | |
| 99300 - Lifeguard | 9.80 | |
| 99310 - Mortician | 18.96 | |
| 99350 - Park Attendant (Aide) | 12.31 | |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 9.79 | |
| 99500 - Recreation Specialist | 11.80 | |
| 99510 - Recycling Worker | 13.01 | |
| 99610 - Sales Clerk | 9.99 | |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 9.78 | |
| 99630 - Sport Official | 9.80 | |
| 99658 - Survey Party Chief (Chief of Party) | 14.12 | |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 12.84 | |
| 99660 - Surveying Aide | 8.38 | |
| 99690 - Swimming Pool Operator | 13.27 | |
| 99720 - Vending Machine Attendant | 11.46 | |
| 99730 - Vending Machine Repairer | 13.27 | |
| 99740 - Vending Machine Repairer Helper | 11.46 | |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|-------------------|-------|-------------|
| Exhibit A | CLIN 0021 CDRL(s) | 1 | 04-DEC-2003 |

Exhibit A for CLIN 0021

| CONTRACT DATA REQUIREMENTS LIST (2 Data Items) | | | | | | Form Approved OMB No. 0704-0188 | | |
|--|-------------------------------|---|--|--|--|------------------------------------|-------|---|
| <p>Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p> | | | | | | | | |
| A. CONTRACT LINE ITEM NO. 0021 | | B. EXHIBIT 001 | | C. CATEGORY <input type="radio"/> TDP <input type="radio"/> TM <input checked="" type="radio"/> Other <u>MGMT</u> | | | | |
| D. SYSTEM / ITEM Contract Data Requirements | | E. CONTRACT / PR NO. HQ0423-04-R-0002 | | F. CONTRACTOR | | | | |
| 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 1 Weekly Progress Report | | | | 3. SUBTITLE | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) | | 5. CONTRACT REFERENCE SOW, paragraph C-5 | | 6. REQUIRING OFFICE DFAS-CO-BKR 614-693-5556 | | | | |
| 7. DD 250 REQ NO | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY WEEKLY | 12. DATE OF FIRST SUBMISSION 14dys aft start | 14. DISTRIBUTION | | | | |
| 8. APP CODE | | 11. AS OF DATE prev Saturday | 13. DATE OF SUBSEQUENT SUBMISSION Tuesdays | a. ADDRESSEE | | b. COPIES | | |
| 16. REMARKS See Paragraph C-7 in Section C (Statement of Work) for more details. | | | | DAVE RECKART / DFAS | | Draft | Final | |
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| 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 2 Monthly Progress Report | | | | 3. SUBTITLE | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) | | 5. CONTRACT REFERENCE SOW, paragraph C-5 | | 6. REQUIRING OFFICE DFAS-CO-BKR 614-693-5556 | | | | |
| 7. DD 250 REQ NO | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY MTHLY | 12. DATE OF FIRST SUBMISSION EOM of start | 14. DISTRIBUTION | | | | |
| 8. APP CODE | | 11. AS OF DATE Last day of mo | 13. DATE OF SUBSEQUENT SUBMISSION 15th of mo | a. ADDRESSEE | | b. COPIES | | |
| 16. REMARKS See Paragraph C-7 of Section C (Statement of Work) for more details. | | | | DAVE RECKART / CONTA | | Draft | Final | |
| | | | | | | Reg | Repro | |
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| G. PREPARED BY JOHN J. LOVE | | H. DATE 04-Dec-2003 | | I. APPROVED BY DAVE RECKART | | J. DATE 04-Dec-2003 | | |

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | APR 1991 |
| 52.222-38 | Compliance With Veterans' Employment Reporting Requirements | DEC 2001 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country | MAR 1998 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | APR 2003 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following

spaces the required information:

| Place of Performance(Street Address, City, State, County, Zip Code) | Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent |
|---|---|
| | |

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is () (insert NAICS code).

(2) The small business size standard is () (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- () (v) The facility is not located within the United States or its outlying areas.
- (End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the

offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL INSTRUCTIONS**INFORMATION TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION (IFPP)****1.0 Program Structure and Objectives**

DFAS is implementing an acquisition approach designed to result in one or more performance-based contracts for account reconciliation services. This approach provides flexibility to the offeror in planning and executing the work by focusing on the outcome or work product rather than specifying strict procedures and manpower requirements by which the work must be accomplished. This DFAS solicitation provides the offeror with a model contract that includes Section A through K, as well as Section L and Section M. Based on the solicitation requirements, the offeror shall submit a proposal containing a completed model contract, to include all representations and certifications as well as following other detailed proposal preparation instructions found in this solicitation.

2.0 General Instructions

(a) This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Statement of Work (SOW). **Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.** Because this procurement is a partial small business set-aside, 40 percent of the work hereunder will be awarded to one or more small business firms. (See Special Provision H-3 in Section H of this solicitation.)

(b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the DFAS requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offeror shall assume that the DFAS evaluator has no prior knowledge of their capabilities, facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

(c) Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

(d) The proposal acceptance period is specified in Section A of the model contract/solicitation. The offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid until this date.

(e) In accordance with FAR Subpart 4.8 (Government Contract Files), the DFAS Acquisition Support Directorate – Columbus, Ohio will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, DFAS will destroy extra copies of such unsuccessful proposals. If an offeror requests return of an unsuccessful proposal, the offeror must pay shipping charges.

2.1 General Information**2.1.1. Point of Contact**

The Principal Contracting Officer (PCO) is the sole preaward point of contact for this acquisition. Address any questions or concerns you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located in Section A of the model contract/ solicitation.

2.1.2. Debriefings

The PCO will promptly notify offeror's of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The PCO will notify unsuccessful offeror's in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such

notification, unsuccessful offeror's may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

2.1.3. Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that DFAS reserves the right to award this effort based on the initial proposal, as received, without discussion.

2.2 Organization/Number of Copies/Page Limits

2.2.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and will be returned to the offeror as soon as practicable. When both sides of a sheet display printed material, it shall be counted as 2 pages.

2.2.2 Pricing Information

All pricing shall be addressed ONLY in Section B, "The Schedule," of the Model Contract (Proposal Volume III) in the form of fixed unit prices or composite hourly rates, as appropriate, for each CLIN. Do not include pricing information in Proposal Volumes I or II.

2.2.3 Classified Information

This procurement and the work involved in any contract awarded hereunder are unclassified. Accordingly, offerors shall not include any classified material with their proposals.

2.2.4 Cross Referencing

Each volume (Technical and Past Performance) shall be written on a stand-alone basis so that its contents may be evaluated with virtually no cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity and when classified information is required. Cross-referencing to another proposal volume is not permitted.

2.2.5 Indexing

Each volume shall contain a table of contents to delineate the sections and their subparagraphs within that volume. Tab indexing shall be used to identify sections.

2.2.6 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

2.3. Page Size and Format

(a) Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be no less than 10 - point. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages shall be numbered sequentially by volume.

(b) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics and not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than eight - (8)point.

2.4 Binding and Labeling

Each volume of the proposal should be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet will be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data should be placed on the spine of each binder. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

2.5 Distribution

The "original" proposal shall be identified. Proposals shall be addressed to the Contracting Officer and mailed to:

DFAS Acquisition Support Directorate, Columbus
Attn: David J. Kane
3990 East Broad Street
Columbus, Ohio 43219-1879

3.0 Proposal Volumes

Proposals shall be submitted in the following three (3) volumes in the number of copies shown.

Volume I – Executive Summary and Technical Proposal (3 copies)

Volume II – Past Performance Information (3 copies)

Volume III – Model Contract, Prices and Other Documentation (2 copies)

Their specific content shall be in accordance with the instructions below. Page limits where applicable will be shown in parentheses following their specific proposal element.

3.1 Volume I – Executive Summary and Technical Proposal

3.1.1 Executive Summary

In the executive summary, the offeror shall provide at the summary level an overview of the entire proposal, including the technical and management approach selected in providing reconciliation services for DFAS. The summary should include the offeror's perception of any significant technical and schedule risks to successful accomplishment of the contract work. Any key or unique features, excluding price, should be described. Such features should tie in with the evaluation factors in Section M of this solicitation. Summary information presented shall not be considered as meeting the requirement for any portions of other volumes of the proposal. The Executive Summary will be placed at the beginning of Volume I immediately before the Technical Proposal. *Since this is a summary, it is limited to 5 pages.*

3.1.2 Technical Proposal

The Technical Proposal must be complete and specific and address the requirements of **Section C - Statement of Work** of this solicitation. Legibility, clarity, and coherence are very important. The offeror's response will be evaluated against the Reconciliation evaluation factors defined in **Section M – Evaluation Factors for Award**. By your proposal submission, you are representing that your firm will perform all the requirements in the solicitation. It is neither necessary nor desirable to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements; rather, tell us in Parts 1 and 3 below how you will meet those requirements.

3.1.2.1 Part 1 – Technical Approach

Offerors will provide solutions to two technical problems, which can be found in **Section J – Attachment J-2** of this solicitation. Only the information provided will be used in formulating responses. For each technical problem provide a comprehensive response documenting additional information deemed necessary to resolve the problem, all assumptions, processes, and any proposed action, while identifying inherent quality control measures. The technical proposals will be evaluated on the methodology and processes used rather than on a perceived "right" answer.

Problem #1 In problem one, the covering Force-through Approval Checklist form was received as a result of changes in obligational amounts on modification P00047 that resulted when processed resulted in a Negative Unliquidated Obligation. Corrections are required to resolve this situation. Respond to the problem as outlined above. (*Response is limited to 10 pages.*)

Problem #2 In problem two, the covering Request for MOCAS Action/Information form was received from the Administrative Contracting Officer. Respond to the requested action on the form as prescribed above. (*Response is limited to 10 pages.*)

3.1.2.2 Part 2 – Key Personnel

Part 2 must contain a *one page (maximum)* introductory summary on key personnel selected, including their full time availability. The only personnel that must be designated as key are the Program Manager and an Alternate Program Manager (individual from the Program Manager's staff or workforce empowered to act on behalf of the Program Manager in the event of the Program Manager's absence); moreover, your proposed key personnel should be limited to those two positions. Part 2 must contain resumes for both key personnel. Key personnel must be available full time.

(a) Key personnel resumes submitted by the offeror must meet or exceed the personnel qualifications set forth in **Section C – Statement of Work**. Resumes shall be provided in accordance with the resume format provided herein on the following page. *Resumes are limited to three pages each.* They will each be accompanied by a *single page* letter of commitment from the individual to whom the resume applies.

(b) New hires may not be proposed for the key positions. A contingency hire is defined as an individual who has signed a commitment to work in the event the contract is awarded to the offeror. A new hire is defined as a specified or unspecified individual to fill an empty billet that is neither identified as a current employee of the offeror (or proposed subcontractor) nor as a contingency hire.

RESUME FORMAT

Name: _____

Proposed Position: _____

Present Employee or Contingency Hire _____

Education: (College/University)

| | Degree | Year | Institution | Major Field of Study |
|----|--------|------|-------------|----------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

Work Experience:

| To/From by Month and Year | Name of Employer/ POC/Phone | Title | Description of Duties/Accomplishments |
|------------------------------|--------------------------------|-------|--|
| 1. | | | List duties succinctly and address how duties were relevant to work to be undertaken on this DFAS contract. Also tie experience to the experience requirements in Section C – Statement of Work for the category for which proposed. (This column may be carried over to the left margin.) |
| 2. | | | |
| 3. | | | |

Insert the following at the bottom of the final page:

I consent to the disclosure of any resume or other personnel data to DFAS (including the proposal technical evaluation panel) for the purpose of evaluating proposals under Request for Proposal number HQ0243-04-R-0002.

Employee Signature

Date

I certify that this resume is current, accurate, and complete.

/ Date Authorized Company Representative / Date

Employee

3.1.2.3 Part 3 – Management Plan

(a) The offeror must provide a detailed management plan that will be followed during contract execution. The offeror's management plan shall include the proposed lines of responsibility, authority, and communication through which the reconciliation tasks will be managed. Because any contract resulting from this solicitation will be performance-based, quality assurance is vital to success. The management plan, therefore, will address quality assurance procedures to ensure timeliness and accuracy and the cost control resulting from them. The offeror must define the proposed organizational structure (including responsibilities and reporting channels) for the project/contract, how personnel will be assigned from task to task throughout the contractual period of performance, and how the proposed project team will interface with both the offeror's corporate structure and with the Department of Defense (DFAS) command structure. The offeror shall also propose policies and procedures for managing and directing the effort for productivity and early identification and resolution of problems.

(b) The management plan shall include a staffing plan, which proposes how the contract will be staffed. In the plan, the offeror must describe the extent to which the offeror proposes to staff the non-key portion (by labor category) with current employees or with those from whom the offeror has binding contingency hire agreements. All non-key personnel must meet minimum personnel qualifications with respect to security in accordance with Special Provision H-1 in Section H of this solicitation.. The plan shall describe the offeror's proposed recruiting/hiring program for staffing the contract with qualified personnel over the life of the contract with examples of previously successful recruiting/staffing efforts on projects of similar magnitude. (Resumes shall not be submitted for non-key personnel, nor shall contingency agreements be submitted.)

(c) *Part 3 is limited to 15 pages.*

3.2 Volume II – Past Performance Information

3.2.1 General

The offeror shall describe its past performance on Federal, State, and local government and private sector contracts and subcontracts that it has held within the last 5 years (including contracts and subcontracts currently in progress), which are directly related to or are of similar scope, magnitude, and complexity to that which is detailed in this solicitation.

3.2.2 Relevant Contracts / Subcontracts

Submit information on all contracts performed during the past 5 years, not to exceed the most current 10 contracts (or subcontracts), that you consider relevant in demonstrating your ability to perform the proposed effort. The offeror may provide information relating to government and/or commercial contracts that are similar to the effort to be performed. This information will be furnished using the format (Attachment 1) herein. *Past performance information for each contract/subcontract used will be limited to 2 pages.* **The offeror shall concurrently send surveys to the individuals identified in paragraph F of each Attachment 1 – Past Performance Information submitted.** For this purpose, the offeror shall use the cover letter and survey text in Attachment 2 herein. The offeror will complete A, B and C under Section 1: Contract Identification prior to sending. The past performance information will be used for both a responsibility determination and an evaluation factor in accordance with **Section M** of this solicitation. **Offerors must provide the above information or affirmatively state that they possess no relevant directly related or similar past experience.** (Offerors without relevant experience will be given a neutral evaluation for past performance in accordance with paragraph M-2 in Section M.)

ATTACHMENT 1: PAST PERFORMANCE INFORMATION

Provide the information requested in this form for each contract/program being described. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted.

A. Offeror Name (Company/Division): _____
 CAGE Code: _____
 DUNS Number: _____

(NOTE: If the company or division performing this effort is different than the offeror or the relevance of this effort to the instant acquisition is impacted by any company/corporate organizational change, note those changes. Refer to the "Organizational Structure Change History" you provided as part of your Past Performance Volume.)

B. Program Title: _____

C. Contract Specifics:

1. Contracting Agency or Customer _____
2. Contract Number _____
3. Contract Type _____
4. Period of Performance _____
5. Original Contract \$ Value _____ (Do not include unexercised options)
6. Current Contract \$ Value _____ (Do not include unexercised options)
7. If Amounts for 5 and 6 above are different, provide a brief description of the reason

D. Brief Description of Effort as __Prime or __Subcontractor

(Please indicate whether it was development and/or production, or other acquisition phase and highlight portions considered most relevant to current acquisition)

E. Completion Date:

1. Original date: _____
2. Current Schedule: _____
3. Estimate at Completion: _____
4. How Many Times Changed: _____
5. Primary Causes of Change: _____

—

Attachment 1 continued:

F. Primary Customer Points of Contact: (For Government contracts, provide current information on all three individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

| | | | |
|--------------------------------|---------------|------------------|-------|
| 1. Program Manager: | | Name | _____ |
| | | Office | _____ |
| | | Address | _____ |
| | | | _____ |
| | | Telephone | _____ |
| 2. Contracting Officer: | | Name | _____ |
| | | Office | _____ |
| | | Address | _____ |
| | | | _____ |
| | | Telephone | _____ |
| 3. Administrative | | Name | _____ |
| Contracting Officer | Office | | _____ |
| | | Address | _____ |
| | | | _____ |
| | | Telephone | _____ |

G. Address any technical (or other) area about this contract/program considered unique.

H. For one or more of the applicable subfactors under the technical factor in Section M, illustrate how your experience on this program applies to that subfactor.

I. Specify, by name, any key individual(s) who participated in this program and are proposed to support the instant acquisition. Also, indicate their contractual roles for both acquisitions.

J. Identify whether a subcontracting plan was required by the contract you are submitting. If one was required, identify, in percentage terms, the planned versus achieved goals during contract performance. If goals were not met, please explain.

K. Describe the nature or portion of the work on the proposed effort to be performed by the business entity being reported here. Also, estimate the percentage of the total proposed effort to be performed by this entity and whether this entity will be performing as the prime, subcontractor, or a corporate division related to the prime (define relationship).

ATTACHMENT 2: CONTRACTOR PAST PERFORMANCE**COVER LETTER**

NOTE: The following text shall be used in the offeror's cover letter for requesting past performance information:

SUBJECT: Evaluation of Contractor Past Performance

The Defense Finance and Accounting Service, Columbus (DFAS) is currently conducting a procurement for services for reconciliation of accounting, financial, and contractual records for the Agency. We have been instructed to forward the attached past performance survey directly to you, and request you complete and submit it directly to the Government Contracting Office.

When responding, we ask that you please be as candid and factual as possible. Your answers should reflect personal insight and experience. Also, please use the "Remarks" blocks to fill in knowledge gaps that cannot be gleaned from the answers that you will be circling. Hand-written responses are acceptable.

Your questionnaire responses are considered "Source Selection Information" and may be discussed with the contractor being rated, but otherwise, will not be released outside the Government.

Please FAX your response directly to the Government Contract Specialist, John Love, at the Acquisition Services Directorate on facsimile number (614) 693-5674. As the contracting office has only a short time to evaluate past performance, a prompt response is appreciated.

If you have any questions, contact John Love at (614) 693-1338, email: john.love@dfas.mil. Thank you for your time and assistance.

ATTACHMENT 2: PAST PERFORMANCE QUESTIONNAIRE

PAST/PRESENT PERFORMANCE QUESTIONNAIRE

WHEN FILLED IN THIS DOCUMENT IS SOURCE SELECTION SENSITIVE INFORMATION IAW FAR 3.104

SECTION 1: CONTRACT IDENTIFICATION

A. Contractor:

B. Cage Code of contractor contract was awarded to: _____

C. Contract number: _____

D. Contract type: _____

E. Period of performance: _____

F. Initial contract cost: \$_____

G. Current/final contract cost: \$_____

H. Reasons for differences between initial contract cost and final contract costs:

I. Description of service provided:

SECTION 2: CUSTOMER OR AGENCY IDENTIFICATION

A. Customer Name:

B. Customer description (if applicable):

C. Geographic description of services under this contract, i.e. local, nationwide, worldwide:

Attachment 2 continued:

SECTION 3: EVALUATOR IDENTIFICATION

A. Evaluator's name: _____

B. Evaluator's title: _____

C. Evaluator's phone/fax number: _____

Number of years evaluator worked on subject contract: _____

SECTION 4: EVALUATION

1. Please indicate your satisfaction with the contractor's performance by placing an "X" in the appropriate block using the scale provided to the right of each question. This scale is defined as follows:

| CODE | PERFORMANCE LEVEL |
|------|-------------------|
|------|-------------------|

| | |
|---|---|
| E | EXCEPTIONAL - The contractor's performance meets contractual requirements and exceeds many (requirements) to the Government's benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. |
|---|---|

| | |
|---|--|
| V | VERY GOOD- The contractor's performance meets contractual requirements and exceeds some (requirements) to the Government's benefit. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective. |
|---|--|

| | |
|---|---|
| S | SATISFACTORY - The contractor's performance meets contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory. |
|---|---|

| | |
|---|--|
| M | MARGINAL/UNSATISFACTORY - Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the contractor's actions were only marginally effective (or less) or were not fully implemented. Performance does not meet most contractual requirements and recovery was not attained in a timely manner. |
|---|--|

2. Should an evaluation element not apply or was not observed in sufficient detail to evaluate, please insert "NA" or "not observed" across the blocks.

Attachment 2 continued:

| | | | |
|---|---|---|---|
| E | V | S | M |
|---|---|---|---|

(1) Technical Performance

| | | | | |
|---|--|--|--|--|
| T1 Quality (accuracy and timeliness) of operations | | | | |
| T2 Quality/integrity of technical data/report preparation efforts | | | | |
| T3 Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements | | | | |
| T4 Adequacy/effectiveness of environmental safety procedures | | | | |

Program Management

| | | | | |
|---|--|--|--|--|
| P1. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program) | | | | |
| P2. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes) | | | | |
| P3. Timeliness/effectiveness of contract problem resolution without extensive customer guidance | | | | |
| P4. Ability to understand/comply with customer objectives and technical requirements | | | | |
| P5. Ability to successfully respond to emergency situations | | | | |
| P6. Quality/effectiveness of sub-contracted efforts | | | | |
| P7. Effectiveness of material management (including customer Furnished Property or Material) | | | | |
| P8. Ability to meet contract timelines and delivery schedules | | | | |

Transition/phase-in

| | | | | |
|--|--|--|--|--|
| T1. Contractor ability to smoothly transition resources and personnel. | | | | |
| T2. Contractor effectiveness on maintaining continuity of mission support while transitioning/phasing in resources and personnel to support other efforts. | | | | |

Employee Retention/Attraction

| | | | | |
|---|--|--|--|--|
| E1. Ability to hire/apply a qualified workforce to this effort. | | | | |
| E2. Ability to retain a qualified workforce on this effort. | | | | |

Small and Small Disadvantaged Business Participation

| | | | | |
|---|--|--|--|--|
| S1. Ability to meet or exceed small business and small disadvantaged business goals set forth in the approved subcontracting plan (If applicable as in Federal Government contracts). | | | | |
| S2. Ability to effectively manage small business participation to meet technical performance (If applicable as in Federal Government contracts). | | | | |

(2) Cost Performance

| | | | | |
|---|--|--|--|--|
| C1 Accuracy in forecasting contract costs | | | | |
| C2 Ability to meet forecasted costs and perform within contract costs | | | | |
| C3 Ability to alert Government of unforeseen costs before they occur | | | | |
| C4 Sufficiency and timeliness of cost reporting | | | | |

2. Please discuss each and every response for which you indicated E (Exceptional), or M (Marginal/Unsatisfactory) in response to the questions above (use additional sheets, if necessary).

Attachment 2 continued:

3. Government Contracts Only: Has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations?

Yes___ Default___ Convenience___ Pending Terminations___
No ___

If yes, please explain (e.g., inability to meet cost, performance, or delivery schedules, etc.)

SECTION 5: NARRATIVE SUMMARY

What were the contractor's greatest strengths in the performance of the contract?

What were the contractor's greatest weaknesses in the performance of the contract?

Would you have any reservations about soliciting this contractor in the future or having them perform one of your critical and demanding programs?

Please provide any additional comments concerning this contractor's performance, as desired.

Please fax (preferred) this survey to John Love at fax number (614) 693-5674

**Or mail to: John Love
DFAS ASD COLUMBUS
Bldg. 21**

**3990 East Broad Street
Columbus, OH 43219-1879**

3.3 Volume III – Model Contract, Prices, and Other Documentation

3.3.1 Administrative Documentation

In a one-page cover letter to this volume, please provide the information in paragraphs 3.3.1.1 and 3.3.1.2 below.

3.3.1.1 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

3.3.1.2 Company/Division Address, Identifying Codes, and Applicable Designations

Provide company street address, county, state, zip code, facility code; Tax Payer Identification Number (TIN); CAGE code; DUNS code; size of business (large or small); and labor surplus area designation.

3.3.2 Proposed Prices

3.3.2.1 Price Reasonableness

The only pricing data that the offeror shall submit are the firm fixed unit prices for Basic Limited Scope Reconciliations and the fixed composite labor hour rates for Advanced Limited and Full Scope Reconciliations and for Document Control Services, and the extended prices for each category. Those prices will be inserted in Section B of the Model Contract for the CLINs to which they apply. **40% of this requirement is set-aside for Small Business. For proposal evaluation purposes, all offerors (large and small) shall submit a price for the entire requirement for CLINs 0001, 0002, 0003, 0005, 0006, 0007, 0009, 0010, 0011, 0013, 0014, 0015, 0017, 0018 and 0019. (Note: CLINs 0004, 0008, 0012, 0016 and 0020 are reserved. Do not insert prices in those CLINs.)** Because no further price data is required or desired and because the Government may accept those prices without discussions, prices as submitted must be accurate. Unrealistically low or high proposed prices or prices that are unbalanced among CLINs within the basic year and/or any option year may be grounds for eliminating a proposal from competition. Similarly, proposals that are unbalanced between the basic year and one or more option years or between the option years themselves may also be rejected.

3.3.2.2 Pricing Information Requirements

In accordance with FAR 15.403-1(b) and 15.403-3(a), information other than pricing data may be required to support price reasonableness. Such information, if requested, shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit certified cost or pricing data.

3.3.3 Model Contract / Representations and Certifications

This information is required by the Government for preparing the contract document and supporting file. Instructions are provided for certain contract sections in the following paragraphs.

3.3.3.1 Section A - Solicitation/Contract Form

Completion of blocks 12 through 16 and signature and date for blocks 17 and 18 of the Standard Form 33 is required. Signature by the offeror on the Standard Form 33 constitutes an offer, which the Government may accept. The "original" copy must be clearly marked under separate cover and **must be provided without any punched holes.**

3.3.3.2 Section B - Supplies or Services and Costs/Prices

Complete pricing information in Section B of the model contract by filling in appropriate CLIN/SubCLIN prices. Complete prices for the base year and all option years.

3.3.3.3 Sections E, F, G, H and I – Contract Provisions

Review the clauses in Sections E, F, G and I and the special provisions in Section H. If exceptions are taken to any of these provisions, identify them in the format shown in paragraph 3.3.4 below.

3.3.3.4 Section K – Representations, Certifications, and Other Statements of Offerors

Complete representations, certifications, acknowledgements and statements.

3.3.4 Exceptions to Terms and Conditions

Exceptions taken to terms and conditions of the model contract, to any of its formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 3.3.4. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

Table 3.3.4 - Solicitation Exceptions

| <i>SOLICITATION Document</i> | <i>Paragraph/Page</i> | <i>Requirement/ Portion</i> | <i>Rationale</i> |
|--|--|--|--|
| <i>SOW, Model Contract, ITO/IFPP, etc.</i> | <i>Applicable Page and Paragraph Numbers</i> | <i>Identify the requirement or portion to which exception is taken</i> | <i>Justify why the requirement will not be met</i> |

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| | | |
|-----------|--|----------|
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | MAY 2001 |
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data | OCT 1997 |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | FEB 1999 |
| 52.237-10 | Identification of Uncompensated Overtime | OCT 1997 |

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52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Defense Finance and Accounting Service, Acquisition Services Directorate (DFAS-ASD), Building 21, 3990 East Broad Street, Columbus, OH 43219.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

farsite.hill.af.mil

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter **1**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**SECTION M – EVALUATION FACTORS FOR AWARD****M-1 SOURCE SELECTION****a. Basis for Contract Award**

The Defense Finance Accounting Service (DFAS) will select the best overall offer(s) for the Reconciliation Services program, based upon an integrated assessment of Technical, Past Performance, and Price. Because this procurement is a partial small business set-aside, more than one offer may be accepted and more than one contract may be awarded from this solicitation. This is a best value source selection conducted in accordance with The Federal Acquisition Regulation (FAR) Sub-part 15.3, Source Selection and the Defense Acquisition Regulation (DFAR) supplement thereto. A Contract may be awarded to the offeror or offerors who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR), as supplemented, whose proposals conform to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and are judged, based on the evaluation factors and sub-factors, to represent the best value to the Government. The Government seeks to award to the offeror or offerors that give DFAS the greatest confidence that it will best meet or exceed the requirements affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of a higher price offeror outweighs the cost difference. To arrive at a source selection decision, the SSA will integrate the source selection team's evaluations of the evaluation factors and sub-factors described below. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

b. Partial Small Business Set-Aside – Award Determinations

The determination of the small business set-aside portion of the award will be done in accordance with FAR Clause 52.219-7, Notice of Partial Small Business Set-Aside," in Section I of this solicitation. Award shall be made on the unrestricted portion of the procurement (60%) to the offeror regardless of size that offers the best value to the Government in accordance with paragraph a above. The restricted portion (40%) will then be awarded to the small business that offers the best value among the small businesses that submitted proposals.

c. Rejection of Unrealistic Offers

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

d. Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or proposal inadequacy. The judgement of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

e. Discussions

If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs), and the Final Proposal Revision (FPR) will be considered in making the source selection decision.

M-2 EVALUATION FACTORS

a. Evaluation Factors and Sub-factors and their Relative Order of Importance

Award will be made to the offeror proposing the combination most advantageous, best value to the Government based upon an integrated assessment of the evaluation factors below. The evaluation factors are listed below:

Factor 1: Technical

Factor 2: Past Performance

Factor 3: Price

b. Importance of Cost

In accordance with FAR 15.304(e), the evaluation factors: Technical and Past Performance (Factors 1 and 2), both non-price, when combined are significantly more important than Price (Factor 3). Between the Past Performance and Technical factors, Past Performance is the more important non-price factor.

c. Technical Factor

The Technical Evaluation Factor will consist of analysis of the following sub-factors (in descending order of importance):

(1) Technical Approach (Part 1): The sample problems (described in Section L and located in Section J) will be evaluated to determine the extent of the offeror's understanding of and ability to successfully perform the Government's requirements; e.g., that the offeror clearly understands all the tasks involved in the sample problems and knows how to approach them.

(2) Key Personnel (Part 2): Personnel resumes submitted by the offeror will be evaluated against the education and experience set forth in Section C to the extent to which those requirements are met or exceeded.

(3) Management Plan (Part 3): This will be evaluated for the extent to which it demonstrates sound business practices in response to the requirements set forth in paragraph 3.1.2.3 of Section L. With respect to the staffing portion of the Plan, the evaluation will be based upon the offeror's demonstration of ability to adequately staff the Reconciliation project with qualified personnel, both initially and over the life of a contract. (Preference for initial contract staffing of non-key personnel will be for current employees of the offeror or with personnel from whom the offeror has binding contingency agreements.)

d. Past Performance Factor

Under the Past Performance factor, the Performance Confidence Assessment represents the evaluation of an offeror's past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant recent past performance, focusing on and targeting performance that is relevant to the Technical factor. In determining relevance, consideration will be given to the completed and implemented programs with similar size, with similar technical aspects, with the development of similar technical documentation, with similar project management, planning, and delivery schedules within the past five (5) years. This information may include data on similar efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort for the Reconciliation Program. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers. As a result of an analysis of those risks and strengths identified, each offeror will receive an integrated past performance assessment, which is the rating for the Past Performance factor. In addition to evaluating the extent to which the offeror's performance meets technical capability requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

Pursuant to DFARS 215.305(a)(2), the assessment will consider the extent to which the offerors evaluated past performance demonstrates compliance with FAR 52.219-9, Subcontracting Plan. (This assessment does not apply to small businesses.)

Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised).

Offerors without a record of relevant past performance or for whom information on past performance is not available will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

More recent and relevant performance will have a greater impact on the past performance assessment factor than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than a "Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a rating and be considered more favorably than a less relevant record of favorable performance.

Past performance information will be obtained through past performance recording systems such as Past Performance Information Retrieval System (PPIRS), or similar systems of other Government departments and agencies, surveys completed by offeror's customers as directed in paragraph 3.2.2 of Section L, Defense Contract Management Command (DCMC) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the offeror and data obtained from other sources.

e. Price Factor

Prices submitted in Section B will be determined by multiplying the unit prices for CLINs 0001 through 0020 (except for the reserved CLINs noted in paragraph 3.3.2.1 of Section L) by the estimated requirements (units) for those CLINs. The total of the extended CLIN prices, including all option years, is the proposed contract price. In the event of an inconsistency between unit and extended prices, unit prices will govern. Both unit prices and total price will be evaluated for realism and consistency with the Technical Proposal. Unrealistically high or low prices or unbalanced prices may result in a negative risk assessment and an unfavorable proposal evaluation.

M-3 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors, to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror's being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.

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